

**OPINION
55-102**

February 18, 1955 (OPINION)

SCHOOL DISTRICTS

RE: Loss of School House as Affecting Teacher's Contract

We have your letter of February 15, 1955, wherein you state that a schoolhouse in a school district in your county was recently destroyed by fire.

You further state that there is another school in the district that could be opened, but the board would prefer to send the children to another open school within the district.

The problem that confronts you is whether the teacher's contract of employment terminates with the loss of the schoolhouse, or whether the board is liable for payment of salary for the full term of the contract.

Unless the contract provides for such a contingency, it is our view that the school district which hires a teacher for a definite term by contract would be liable under such contract for the full term for which said contract runs. (See *Smith v. School District*, 37 N.W. 567).

With the shortage of teachers, we assume your county superintendent of schools could place this teacher elsewhere, and if she accepts such employment we believe the board would only be liable for whatever loss of time the teacher suffers, and for any loss of money she might suffer due to lower salary in the new employment.

You mention section 15-2508 of the 1953 Supplement and wonder if that is applicable in this case.

We do not think section 15-2508 would be applicable in this case. It is our opinion that it applies only where the lack of attendance results from failure of pupils to attend school for reasons other than a catastrophe, such as fire.

LESLIE R. BURGUM

Attorney General